

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 25-CV-22171-RAR**

**SPIKE CABLE NETWORKS INC.,**

Plaintiff,

v.

**THE INDIVIDUALS, BUSINESS ENTITIES,  
AND UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE “A,”**

Defendants.

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**DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION**

**THIS CAUSE** comes before the Court upon Plaintiff’s Motion for Entry of Default Final Judgment (“Motion”), [ECF No. 45]. For the reasons set forth in the Order Granting Plaintiff’s Motion for Default Final Judgment, [ECF No. \_\_\_\_], entered separately, it is hereby

**ORDERED AND ADJUDGED** that judgment is hereby entered in favor of Plaintiff, Spike Cable Networks Inc., and against Defendants, the Individuals, Business Entities, and Unincorporated Associations identified on Schedule “A” hereto,<sup>1</sup> as follows:

**(1) Permanent Injunctive Relief:**

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<sup>1</sup> Plaintiff has not included Defendants, ghelter.com (Defendant Number 31) and novitaregali.com (Defendant Number 34), in the Motion’s request for relief as Consent Final Judgment and Permanent Injunctions were entered as to these Defendants. *See* [ECF Nos. 36, 38]. Additionally, Defendants, anurvogel.com (Defendant Number 4) and cotosen.com (Defendant Number 5) have not been included in Plaintiff’s request for relief as these Defendants were not subject to the Clerk’s Default entered. Further, Plaintiff has not included Defendants, topiy.com (Defendant Number 2) and aeety.com (Defendant Number 12), in its request for relief as Plaintiff is engaged in settlement discussions with those Defendants. Accordingly, this Order refers to the remaining Defendants identified on Schedule “A,” attached to this Order, and does not apply to Defendants ghelter.com (Defendant Number 31), novitaregali.com (Defendant Number 34), anurvogel.com (Defendant Number 4), cotosen.com (Defendant Number 5), topiy.com (Defendant Number 2), and aeety.com (Defendant Number 12).

Defendants and their officers, directors, employees, agents, representatives, servants, subsidiaries, distributors, attorneys, and all persons acting in concert and participation with Defendants, are permanently restrained and enjoined from:

- a. manufacturing or causing to be manufactured, importing, advertising, or promoting, distributing, selling, or offering to sell counterfeit and infringing goods bearing and/or using Plaintiff's trademarks, or any confusingly similar trademarks identified in Paragraph 24 of the Amended Complaint (the "YELLOWSTONE Marks"), *see* [ECF No. 27] ¶ 24;
- b. using the YELLOWSTONE Marks in connection with the sale of any unauthorized goods;
- c. using any logo and/or layout that may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiff;
- d. falsely representing themselves as being connected with Plaintiff, through sponsorship or association;
- e. engaging in any act that is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiff;
- f. using any reproduction, counterfeit, copy, or colorable imitation of the YELLOWSTONE Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;
- g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely

describe or represent goods offered for sale or sold by Defendants as being those of Plaintiff, or in any way endorsed by Plaintiff and from offering such goods in commerce;

h. otherwise unfairly competing with Plaintiff;

i. using the YELLOWSTONE Marks, or any confusingly similar trademarks within domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to e-commerce stores, seller names, websites, or domain names registered by, owned, or operated by Defendants, and

j. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

(2) **Additional Equitable Relief**

a. In order to give practical effect to the Permanent Injunction, and upon Plaintiff's request, the e-commerce stores under their seller names identified on Schedule "A" hereto (the "E-commerce Store Names") are hereby ordered to be immediately transferred by the corresponding Defendants also identified on Schedule "A" hereto, their assignees and/or successors in interest or title, and the registrars to Plaintiff's control. To the extent the current registrars do not facilitate the transfer of the E-commerce Store Names to Plaintiff's control **within five (5) days of receipt** of this Judgment, upon Plaintiff's request, those corresponding Defendants and the top level domain ("TLD") Registry for each of the E-commerce Store Names, or their administrators, including backend registry operators or administrators, shall, **within thirty (30)**

**days**, (i) change the registrar of record for the E-commerce Store Names to a registrar of Plaintiff's choosing, and that Registrar shall transfer the E-commerce Store Names to Plaintiff, or (ii) place the E-commerce Store Names on registry hold status for the life of the current registration, thus removing them from the TLD zone files maintained by the registries which link the E-commerce Store Names to the IP addresses where the associated websites are hosted.

b. Plaintiff may serve this injunction on the e-commerce store's registrar(s) and/or the privacy protection service(s) for the E-commerce Store Names to disclose to Plaintiff the true identities and contact information for the registrants of the E-commerce Store Names.

c. Defendants, their agent(s) or assign(s), shall assign in writing all rights, title, and interest, to their E-commerce Store Name(s) to Plaintiff. If Defendants fail to make such an assignment **within five (5) days of receipt** of this Order, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a).

d. Defendants—or their agent(s) or assign(s)—shall instruct in writing all search engines to permanently delist or deindex the E-commerce Store Name(s). If Defendants fail to make such a written instruction **within five (5) days of receipt** of this Order, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a).

e. Plaintiff may serve this injunction on any Internet search engines or service provider referring or linking users to any Uniform Resource Locator ("URL") of the E-commerce Store Names, with a request that they permanently disable, deindex or delist all URLs of the E-commerce Store Names used by Defendants to promote, offer for sale, and/or sell goods bearing and/or using counterfeits and/or infringements of the YELLOWSTONE Marks, based upon

Defendants' unlawful activities being conducted via the E-commerce Store Names as a whole and via any specific URLs identified by Plaintiff.

f. Plaintiff may serve this injunction on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses which are or have been used by Defendants in connection with Defendants' promotion, offering for sale, and/or sale of goods bearing and/or using counterfeits and/or infringements of the YELLOWSTONE Marks.

(3) Statutory damages in favor of Plaintiff pursuant to 15 U.S.C. § 1117(c) are determined to be \$1,000,000.00 against each Defendant, for which sum let execution issue, based upon the Court's finding that each Defendant infringed at least one trademark on one type of good. The Court has considered both the willfulness of each Defendant's conduct and the deterrent value of the award imposed, and the award falls within the permissible statutory range under 15 U.S.C. § 1117(c).

(4) Pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), Federal Rule of Civil Procedure 65, and the Court's inherent authority, upon the Plaintiff's request, the Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to PayPal, Inc. ("PayPal"), Stripe, Inc. ("Stripe"), and their related companies and affiliates, are to immediately (**within five (5) business days**) identify, restrain, and surrender to the Plaintiff all funds, up to and including the total amount of judgment, in all financial accounts and/or sub-accounts used in connection with the E-commerce Store Names used by Defendants presently or in the future, as well as any other related E-commerce Store Name(s) and account(s) of the same customer(s), and any other account(s) which transfer funds into the same financial institution account(s). Such financial accounts and/or sub-accounts shall remain restrained until such funds are surrendered to the Plaintiff in partial

satisfaction of the monetary judgment entered herein. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms including but not limited to, PayPal, Stripe, and their related companies and affiliates, shall provide to the Plaintiff at the time any funds are surrendered, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) the total funds released per Defendant to Plaintiff.

(5) Interest from the date this action was filed shall accrue at the legal rate. *See* 28 U.S.C. § 1961.

(6) The Clerk is directed to **RELEASE** the bond posted by Plaintiff, [ECF No. 16], in the amount of Ten Thousand Dollars (\$10,000.00).

(7) The Court **RETAINS** jurisdiction to enforce the Final Judgment and Permanent Injunction.

(8) Any pending motions are **DENIED** as moot.

**DONE AND ORDERED** in Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025.

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**RODOLFO A. RUIZ II**  
**UNITED STATES DISTRICT JUDGE**

**SCHEDULE "A"**  
**DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,**  
**FINANCIAL ACCOUNT INFORMATION, AND MEANS OF CONTACT**

<b>Def. No.</b>	<b>Defendant / E-commerce Store Name</b>	<b>PayPal Payee</b>	<b>Merchant ID / Transaction Information</b>	<b>PayPal E-mail</b>	<b>Means of Contact</b>
1	rasotee.com		5SY8VZ4XN D2MW		vivushirt.com@gmail.com
1	fasatee.com		5SY8VZ4XN D2MW		vivushirt.com@gmail.com
1	zahatee.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	zemzotee.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	hamptee.com		5SY8VZ4XN D2MW		vivushirt.com@gmail.com
1	hectee.com		5SY8VZ4XN D2MW		hectee.com@gmail.com
1	illintee.com	Nguyen Phong Phu	5SY8VZ4XN D2MW EJW6CGCUP PFPU	sbosutee@gmail.com	nhuhataza@gmail.com support@illintee.com
1	uztee.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	vesatee.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	virgitee.com		5SY8VZ4XN D2MW		vivushirt.com@gmail.com
1	bocotee.com		5SY8VZ4XN D2MW		hectee.com@gmail.com
1	bunatee.com		5SY8VZ4XN D2MW		bunatee.com@gmail.com
1	larotee.com		5SY8VZ4XN D2MW		bunatee.com@gmail.com
1	nevetee.com		5SY8VZ4XN D2MW		teecandal.com@gmail.com
1	palotee.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	vivushirt.com		5SY8VZ4XN D2MW EJW6CGCUP PFPU		vivushirt.com@gmail.com support@vivushirt.com
1	teecandal.com		5SY8VZ4XN D2MW		teecandal.com@gmail.com

1	fidotee.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	riete.com		5SY8VZ4XN D2MW		bunatee.com@gmail.com
1	asetee.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	bevatee.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	myzete.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	furatee.com		5SY8VZ4XN D2MW		teecandal.com@gmail.com
1	zagatee.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
1	miteeta.com		5SY8VZ4XN D2MW		nhuhataza@gmail.com
2	N/A				
3	aixpi-ring-light.com	深圳市 爱享派 电子商 务有限 公司	UCXJPVTWJ2 V6C		sale@aixpi.com support@aixpi.com
		深圳市 卓旺科 技有限 公司	PKAQAVATS QATJ		
4	N/A				
5	N/A				
6	teepanda.net	Teepanda - Best gifts your whole family	7YECEP9LSY PP2		support@teepanda.net
7	theaffordablesshirt.com	cloudtees design		cloudteesdesign. cs@gmail.com	theaffordablesshirt@gmail.com admin@theaffordablesshirt.com
		Anas Buchori	JQJ9ZRYXB4 FPS		
8	bucktee.com	Stripe Payment	IFROGTEES Transaction Date: June 27, 2024 Posted Date: June 28, 2024		support@bucktee.com



			Category: Merchandise & inventory		
9	perfectfittshirts.com	Perfect Fit T Shirts	T6N57JCKJV SDN		PERFECT_FIT_TSHIRTS@Y AHOO.CA dmca@rianzingcom.com
10	2020trendingtees.com		T7RLHJ7LYF BNN		support@2020trendingtees.co m
			PLEB7FTLNV 43U		
11	glieseshirt.com		GKP7HHC7B LJBL		support@glieseshirt.com
11	lealiashirt.com		GKP7HHC7B LJBL		support@lealiashirt.com
12	N/A				
13	hhshirt.com		BDZWGGB76 BWPS		support@hhshirt.com support@mytrendingshirt.com hhshirt@gmail.com
			6TUWRVEH MEE6S		
			K9WJF6GJC WW5J		
13	teeextra.com		BDZWGGB76 BWPS		support@teeextra.com
			RMRQ7GCP MC78Q		
			ZC26EKF45C F3S		
14	neptuneshirt.com		6736SBP7JU9 U4		support@neptuneshirt.com support@mytrendingshirt.com
15	vsgclothing.com		PJW92WSBN YXRE		support@vsgclothing.com
			Y3V7HP3SYP RTJ		
16	247teeshirt.com		EFD3DDTGM 7CSC		support@247teeshirt.com
17	fashionstoreaz.com		UG2B4SA5Q7 8Z4		support@fashionstoreaz.com
		Nguyễn Cao Cường	3GTXCR5DM 5FR6	support@demav os.com	
18	nemopremium.com		B23W6PJTDE DHL		support@nemopremium.com hieu.uel@gmail.com
19	teecify.net		3FXAT47Z6Z RTA		support@Teecify.net
20	inotee.com		DGBT7XAG6 QSSY		vivushirt.com@gmail.com support@inotee.com

21	baetees.com	Wahyuni ngsih	KLBWBC8YD 7DSE		csseller.id@gmail.com
		Sella Fisnanda	TGGD5HGDH VJ36		
		Diptya Adri Baskara	3F97TVE3UX 782		
21	teelooks.com	Wahyuni ngsih	KLBWBC8YD 7DSE		teelooks.shop@gmail.com
		Yanna Kusuma wati	JN8ZFZUSDH G5S		
22	bipubunny.com		7KWHCH8PY SKH2		support@bipubunny.com
23	outfitgod.com	Yanna Kusuma wati	JLJBLYAEVM L7G		cs.outfitgod@gmail.com
		Gede Wijaya	J3XALUQJR2 QSQ		
23	americanteeshop.com	Yanna Kusuma wati	JLJBLYAEVM L7G		americanteeshop323@gmail.com
		WARTI	H89PNQHMF TJAU		
		Rahmat Qubailal Fitri	ZTMHR7MFA 5PJ8		
		Risma Hanna Hafidha	2G47MVGP8 CJF6		
		yoseahe ranto1@ gmail.co m	YZJXQZ7G6Z R2G		
23	advantees.com	Diptya Adri Baskara	6M5HNY8F2S GYG		cs.advantees@gmail.com
		Gede Wijaya	J3XALUQJR2 QSQ		
24	merchill.com	Merchill. com	8BC9W9HZX YQ9J		support@merchill.com
		Merchill. com	TN5LDG3YA4 SAW		
25	inkinaction.com	Print your thoughts.	9DBMUWK9 CSYXQ		contact@inkinaction.com

		Tell your stories.			
			APQT3WS3F RQU4		
			4RSXM2FQQ ETTW		
			X4ZX89YY5G H4Q		
26	nemoshirt.com		7N23VDBKG WZQN		sales@nemoshirt.com
			5SDPG3TAZH JV4		
27	bestoftees.com	Samantha Daniels	QBM79UJ29U 9RG	bestoftees8@gmail.com	bestoftees8@gmail.com dmca@rianzingcom.com
28	teenavi.com		ZEHEZEFG B RZQQ		contact@teenavi.com
			3FYH6YJXPX THL		
			SHTXW5MLC XENA		
29	ornamentmerch.com	Nguyen Van Anh	RP5Y7JXGA6 CW8		support@ornamentmerch.com
30	onnmerch.com		BGKZBASN6 JBEE		support@ornamentmerch.com
31	N/A				
32	teeforsports.com	teeforsports.com	2VAYHYJKP6 R2C		Teeforsports@gmail.com Quynhanh5985@gmail.com
33	maxxtees.com	Faz Project	FQYYWMZN V2CJG	faizkayabersama@gmail.com	admin@maxxtees.com maxxteesshop@gmail.com
		Fariasi	2CNVD8FDJ9 YAS		
34	N/A				
35	thorshirts.com		FJGB8M9JS5 GU6		support@thorshirts.com support@mytrendingshirt.com
36	shirtelephant.com		RRRY5873LY HRE		support@shirtelephant.com contact@shirtelephant.com info@shirtelephant.com tracking@shirtelephant.com
37	t-shirtbear.com a.k.a tshirtsa.com		BY7JFPZBGY MZW		support@TeeShirtCat.com support@tshirtsa.com tshirtsadotcom@gmail.com
38	yellow-stone.store a.k.a. printyourmerchandise.com	KHOA NGUYE N DANG	NCHABQHM 72S9S		contact@yellow-stone.store support@printyourmerchandise.com invoice3@woocommercinvoice.com

39	nowateeca.com		QMM3AFE57 NWJU		contact.nowateeca@gmail.com nowateeca@gmail.com
		NGO BA HUNG	VW4QX48PY CX3Q	meansayaard@h otmail.com	
			4VVVRP29RH GJ3E		
			8WNB6N6JM TPV8		
40	tshirtatlowprice.com	Tshirt at Low Price	Q3AYVAKW WXPUJ		support@tshirtatlowprice.com customercare@tshirtatlowprice .com
			TALP Transaction Date: March 21, 2025 Posted Date: March 23, 2025 Merchant Type: Family clothing stores Method: Online, mail or phone Category: Merchandise & inventory		
		Stripe Payment			
		Tshirt at Low Price	8J2LYX6W4F 3GL		